

**RESOLUTION 2016-16
MOUNT HOLLY FIRE DISTRICT No.1**

**RESOLUTION AUTHORIZING AN INTERLOCAL SERVICES AGREEMENT WITH THE
TOWNSHIP OF LUMBERTON CONCERNING VEHICLE MAINTENANCE SERVICES**

WHEREAS, the Townships of Mount Holly and Lumberton are neighboring Townships in Burlington County; and

WHEREAS, Lumberton Township has the technical and trained manpower to perform vehicle maintenance; and

WHEREAS, the Mount Holly Fire District No.1 from time to time requires the need for vehicle maintenance services for its fire service vehicles but does not have the wherewithal to perform such maintenance; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides the mechanism for local governments to enter into contracts for the joint provision of required services; and

WHEREAS, the Mount Holly Fire District No.1 wishes to enter into this Shared Services Agreement;

NOW THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington and State of New Jersey that it enter into an interlocal services agreement with the Township of Lumberton pursuant to the terms and conditions set forth in a proposed contract attached hereto as Schedule A;

BE IT FURTHER RESOLVED, that the Director of Fire Services execute said contract for and on behalf of the Board and the Secretary attest thereto;

BE IT FURTHER RESOLVED, that a signed, conformed and compared copy of this Resolution be accessible and maintained as an official Board record pursuant to and in accordance with the "Open Public Records Act"; N.J.S.A. 47:1A-1, *et seq.* and the "Destruction of Public Records Law (1953)"; N.J.S.A. 47:3-8.1, *et seq.* as set forth by the State of New Jersey Municipal Agency Record Retention Schedule promulgated by the Division of Archives and Record Management.

CERTIFICATION

I, **STEFANIE HAINES**, do hereby certify that the foregoing is a true and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the 2nd day of March, 2016.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly on this 2nd day of March, 2016.



STEFANIE HAINES, CLERK
Board of Fire Commissioners
Fire District No.1
Township of Mount Holly

Board of Commissioners Recorded Vote

Member	Aye	Nay	Abstain	Absent
Donald Pike	✓			
Richard McIlwee	✓			
Joshua Brown	✓			
Stefanie Haines				
Patricia Cauley	✓			✓

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LUMBERTON
AND THE MOUNT HOLLY FIRE DISTRICT No.1**

THIS SHARED SERVICES AGREEMENT is made this ____ day of _____, 2012, by and between the Township of Lumberton, having its municipal offices at 35 Municipal Drive, Lumberton, NJ 08048, County of Burlington, and the Mount Holly Fire District No.1, having its offices at 100 Garden Street, Mount Holly, NJ 08060.

Witnesseth that:

Whereas, the Mount Holly Fire District No.1 wishes to contract with the Township of Lumberton for the provision of vehicle maintenance for fire service vehicles on an “as needed” basis; and

Whereas, the Township of Lumberton is agreeable to providing vehicle maintenance services to the Mount Holly Fire District No.1 for a fee; and

Whereas, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. permits local units of this State to enter into a contract with any other local unit for the joint provisions within their combined jurisdictions of any service that any party to the Agreement is empowered to render within its jurisdiction; and

Whereas, the Mount Holly Fire District No.1 and the Township of Lumberton have authorized and approved of the Agreement by resolution duly adopted pursuant to N.J.S.A. 40A:65-1 of the Uniform Shared Services Consolidation Act.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

1. **Term.** This Agreement shall take place .
2. **Scope of Services and Fees.** The Township of Lumberton shall provide vehicle maintenance services to the Mount Holly Fire District No.1 with the following fees:

LABOR - \$60 per hour

3. **Parts and Supplies.** The Mount Holly Fire District No.1 shall be solely responsible for providing any and all parts that are needed to perform the required repairs. In the event that the Mount Holly Fire District No.1 fails to provide the required parts within a 48 hour period, the Township of Lumberton will provide the required parts and charge the Mount Holly Fire District No.1 for the cost of said parts with an additional 20% handling fee.
4. **Liability.** The Township of Lumberton and the Mount Holly Fire District No.1 shall be responsible for acts of their own negligence consistent with the provisions of the

New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. arising out of or related to performance of any activity under the terms of this Agreement.

Each party shall provide the other, in writing, within thirty (30) days notice if it desires to continue services and negotiate a new contract for the succeeding year.

IN WITNESS WHEREOF, parties of the Agreement have caused it to be signed by their proper officers and their corporate seals to be affixed as of the day and year set forth above.

Attest: (Affix Seal)

Township of Lumberton

Stephanie Yurko, Township Clerk

James Conway, Mayor

Mount Holly Fire District No.1

Stefanie Haines, Secretary

Ryan Donnelly, Director